

# MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement" or "Membership Agreement") is entered into between Changes For Life (CFL), Inc, and you the member. CFL is a personal training and wellness company offering group fitness classes. This Agreement entitles members access to participate in these classes and to enjoy other amenities offered including but not limited to: orientations, discounts on personal training and special classes and events.

Please review this Agreement thoroughly as it is a legal contract between Changes For Life and all members. By using the services offered by Changes For Life, members are agreeing to the terms of this Agreement.

## PURCHASES AND PAYMENT

**PAYMENT SUMMARY:** Monthly memberships are paid in advance monthly, on the calendar date on which the membership became activated, for the following month. A prorated amount will be calculated.

Monthly membership payments shall be made the first day of each month, on a month-by-month basis, via personal check, PayPal, Venmo or Zelle. Credit cards payments are not accepted.

In the event of a declined payment, the member's account will be immediately suspended, pending the member bringing the payment membership dues paid in full.

**FREEZE POLICY:** Members may put their membership on hold, in one-month increments, for up to three (3) calendar months. A fee of \$10 per month will be charged. Notice of intent to freeze one's account must be submitted to Changes For Life via email at [theresa@changesforlife.net](mailto:theresa@changesforlife.net) no less than seven (7) business days prior to the freeze date. The freeze request must state both the freeze start date and reactivation date. Members who provide insufficient notice cannot be guaranteed a timely stop on billing. Members will not be billed for memberships during the freeze months. Billing will resume automatically upon end of freeze months.

**ANNUAL FEE INCREASE:** Commencing on the one-year anniversary of the effective date and annually thereafter, with written notice to the client at least 60 days prior to the annual contract anniversary, Changes For Life reserves the right to increase fixed fees and other fees stated dollar amounts in this general agreement by no more than .03%

**REGISTRATION FEE:** A one-time non-refundable payment may be charged in the amount of \$19.99 for administration and members account creation costs.

**LATE FEE:** You will be charged a \$10.00 late fee on any payment (E.G. monthly dues, fees or other charges) assessed in any single month that has not been paid in full with respect to your monthly membership payment due on the 1<sup>st</sup> of each month. We will place a charge on your account 10 days after the month's billing date. We charge such monthly late fees for up to three (3) months while your membership remains in effect, after which your membership will be terminated for non-payment.

**PAYMENT FAILURES; CHARGEBACKS:** If charges for which you are responsible fail at the time payment is due, you will be responsible for the costs associated with our efforts to collect amounts due to the extent

permitted by applicable laws. If you contact your credit card or financial services provider to request a chargeback of any subscription fees due to us, we reserve the right to automatically terminate your account.

## **CLASS CANCELLATION AND BOOKING POLICIES**

**RESERVING CLASSES:** Clients are solely responsible for the booking and canceling of their classes. Clients may reserve class spots online through their account, through the Changes For Life Vagaro application, or by calling Changes For Life during normal business hours and confirming with staff.

**CANCELLATIONS:** Reservations may be canceled without penalty by canceling up to 24 hours prior to the class start time. This may be done online via a client's account, or by calling Changes For Life during regular operating hours and confirming with staff. Once the class is canceled within this time, the class will be returned to the client's account, and the client will not be charged the cancellation fee.

Cancellations via electronic mail (email), Facebook Messenger, Instagram or other social media, voice message, text message are not valid and the member will be charged.

**MONTHLY MEMBERSHIPS:** If you do not cancel within the 24-hour requisite window and do not show up to your scheduled class, a no-show fee of \$12 will be charged to your account.

The no-show and late-cancel fees apply to ALL clients equally regardless of unlimited status or special package pricing or membership level.

If you book multiple classes, or waitlist multiple classes, you are solely responsible for canceling your classes within the bounds of the cancellation policy outlined above. Changes For Life staff cannot be held responsible for accidental bookings by clients, double bookings, or double waitlisted classes made by members. Late-cancel and no-show fees apply if you do not cancel within the bounds of the cancellation policy for double bookings.

**WAITLIST:** In the event a scheduled class is booked to capacity, you may place yourself on the waitlist for the class. If you add yourself to a waitlist, YOU are solely responsible for managing your bookings and for canceling your classes within the bounds of the cancellation policy. The system will auto-populate clients into class from the waitlist as soon as other clients with confirmed spots cancel, and class slots will be assigned as such. Changes For Life staff cannot move class slots for clients in classes that are completely full with waitlists.

## **AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK**

By signing up for and/or attending classes, events, activities, and other programs and using equipment (individually and/or collectively, the "Classes" and "Facilities") of Changes For Life and its subsidiaries, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in group fitness classes and exercise equipment in association with the Classes and Facilities.

You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

At all times, you shall comply with all stated and customary terms, rules, and verbal instructions given to you by staff. If in the subjective opinion of the Changes For Life staff, you would be at physical risk participating in Changes For Life Classes, you understand and agree that you may be denied access to the Classes until you furnish Changes For Life with an clearance letter from your medical doctor, at your sole cost and expense, specifically addressing Changes For Life concerns.

In consideration of being allowed to participate in and access the Classes, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes, (2) release, indemnify, and hold harmless Changes For Life, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of Changes For Life's Classes, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in participating in Changes For Life Classes, and should not be participating in any Classes.

## **CANCELLATION OF MEMBERSHIP AGREEMENT BY MEMBER**

You may cancel this Membership Agreement at any time. You must provide Changes For Life with a written notice via electronic mail or a letter mailed first-class of your intent to cancel, no less than ten (10) business days prior to the due date of your next billing payment. Failure to provide timely notice will result in a charge for the full amount of your next billing payment. The cancellation will take effect the subsequent month. For example, if your billing payment is due the first day of the month, you must provide written notice no later than ten (10) business days prior to that date. If you fail to do so, you will be billed on the first day of the month for the full amount, and your contract will be canceled as of the date of the subsequent billing payment due date.

If, at the time of receipt of your cancellation notice, you have outstanding payments owed to Changes For Life, these payments must be made in full.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_